

## ROOM RENTAL AGREEMENT

This Agreement, entered into on this (date) 15.09.2017, by and between

**Julius Rios and Deborah Rios** (hereinafter referred to as Landlord)

and Peter Shaw  
(hereinafter referred to as Tenant)

### WITNESSETH;

In consideration of payment of deposit and rent by the Tenant, and the performance of the terms of this Agreement by the Tenant, the above Landlord does hereby agree to rent to the Tenant, for use as a residence, the dwelling unit described as:

3-room apartment with garden

located at: **2004 Scenic Road, Tallahassee, Florida**

for a tenancy commencing on (date) 01.10.2017,

and ending on (date) 1.10.2018, at a rental of \$ 1,200 per month.

**Late Fees.** All rents are due and payable in advance on or before the first day of each month. A late fee of \$20.00 is due on the 8<sup>th</sup> day of the month, and an additional fee of \$5.00 will be due for every day payment is late thereafter. Any such late fee shall be considered and treated as additional rent.

**Security and Cleaning Deposit.** On execution of this Agreement, Tenant deposits with Landlord

\$ 2,000, receipt of which is acknowledged by Landlord, as security for the faithful performance by Tenant of the terms of this Agreement, to be returned to Tenant, without interest, on the full and faithful performance by the Tenant of the provisions of this Agreement. Tenant shall not be entitled to use or apply the deposit as rent. If cleaning or repair expenses must be incurred by Landlord at any time to restore the dwelling unit and premises to the condition they were in at the time of Tenant's occupancy, the amount necessary for said restoration will be deducted from the security and cleaning deposit and the balance, if any, will be refunded to Tenant. The security and cleaning deposit will be held in a separate non-interest-bearing account for the Tenant's benefit at Hancock Bank, 1706 West Tennessee Street, Tallahassee, Florida. A copy of Section 83.49 (3) Florida Statutes has been provided to the Tenant.

**Utilities.** Landlord shall be responsible for arranging and paying for utility services to include: electricity, basic cable TV, wireless internet access, gas, water, and garbage removal.

**Condition of Dwelling unit.** Tenant stipulates, represents and warrants that Tenant has examined the dwelling unit and premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

**Number of Occupants.** Tenant agrees that the dwelling unit shall be occupied by no more than **one (1)** person.

**Default.** If any default is made in the payment of rent at the times specified in this Agreement, or if any default is made in the performance of or compliance with any other term or condition of this Agreement, this Agreement, at the option of the Landlord, shall be terminated and be forfeited, and the Landlord, upon legal notice and in accordance with state law, may enter the dwelling unit and remove all persons and personal property. Tenant agrees to vacate and remove all personal property from the dwelling unit and property by the termination date indicated on the notice of termination.

**Quiet Enjoyment.** Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the dwelling unit for the agreed term.

**Shared Use.** Landlord shall provide Tenant with the shared use of the following facilities of the property:

Kitchen and appliances

Laundry room and laundry equipment

Upstairs/Downstairs bath room

**Landlord Access to Common Areas.** The landlord has the right of access to the common areas of the property at any time without notice to the tenant.

**It is further mutually agreed between the parties as follows:**

1. Tenant shall not sublet the dwelling unit, or any part thereof, or assign this Agreement.
2. Tenant must not make any alterations or improvements to said dwelling unit or property, without written consent of Landlord.
3. Tenant shall not smoke or allow guests to smoke on or about the dwelling unit or property.
4. Tenant shall not keep any domestic pets or other animals on or about the dwelling unit or property.
5. Tenant shall at all times maintain order in the dwelling unit and at all places on the property, and shall not make or permit any loud or improper noises, or otherwise disturb other residents.
6. Tenant shall keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents.
7. Tenant shall deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the property or within the common elements.
8. Tenant shall abide by and be bound by any and all rules and regulations affecting the dwelling unit or the common property area that may be adopted by the Landlord.
9. Tenant shall keep and maintain the dwelling unit and shared facilities, appliances, equipment and fixtures in good, clean and sanitary condition.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date indicated above:

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Tenant

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Landlord

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This Agreement is required to comply with the applicable Landlord Tenant Statute or code of your state. If you have any question about the interpretation or legality of a provision of this Agreement, you may want to seek assistance from a lawyer or other qualified person